

RESOLUTION NO. 2002-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN APPROVING A
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF ROCKLIN AND THE
ROCKLIN POLICE OFFICERS' ASSOCIATION

The City Council of the City of Rocklin does resolve as follows:

Section 1. The Memorandum of Understanding between the City of Rocklin and the Rocklin Police Officers' Association in the form attached hereto as Exhibit A and by this reference incorporated herein, is hereby approved.

PASSED AND ADOPTED this 25th day of June 2002, by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

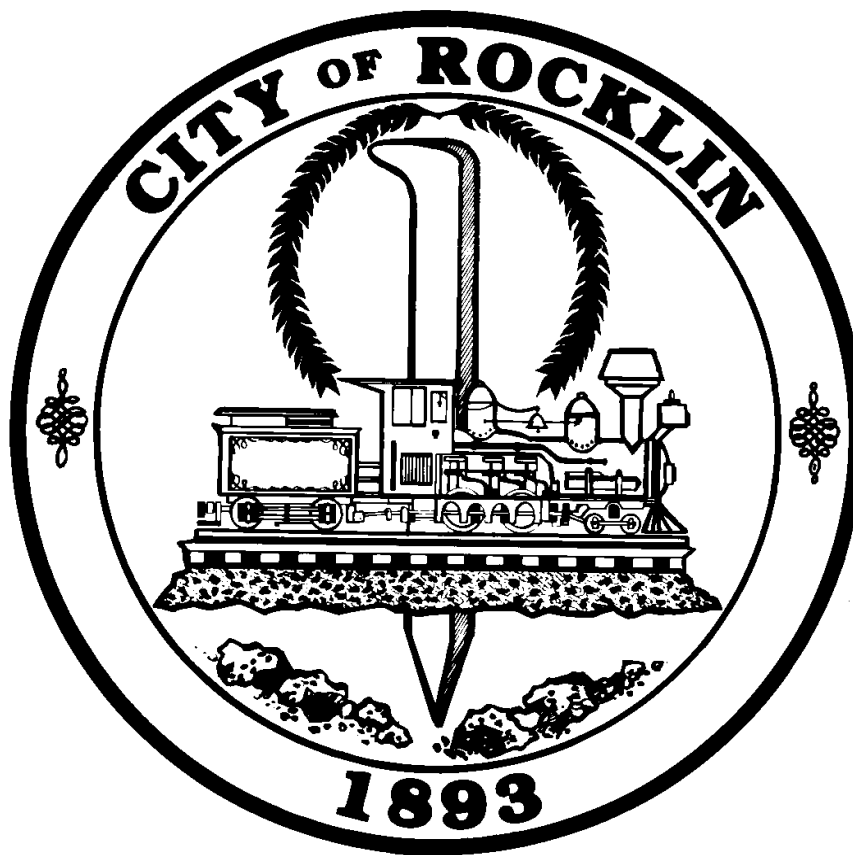
ABSTAIN: Councilmembers:

Mayor

ATTEST:

City Clerk

EXHIBIT A



MEMORANDUM OF UNDERSTANDING
CITY OF ROCKLIN
AND
ROCKLIN POLICE OFFICERS' ASSOCIATION
February 1, 2002 - January 31, 2007

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MEMORANDUM OF UNDERSTANDING
CITY OF ROCKLIN AND ROCKLIN POLICE OFFICERS' ASSOCIATION

ENTERED into this 25th day of June 2002 by the CITY OF ROCKLIN, a municipal corporation of the State of California and the ROCKLIN POLICE OFFICERS' ASSOCIATION.

NOW THEREFORE, the parties hereto do adopt this Memorandum of Understanding as follows:

SECTION I - GENERAL

ARTICLE 1. DEFINITIONS

The following words and phrases shall have the following meanings:

- 1.1. RPOA shall mean the Rocklin Police Officers' Association.
- 1.2. City shall mean the City of Rocklin.
- 1.3. Employee shall mean a member of the employee bargaining unit represented by the RPOA, except part-time employees and Police Officer Trainees.
- 1.4. MOU shall mean this Memorandum of Understanding or a prior or future Memorandum of Understanding as the context may require.
- 1.5. Meyers-Milias-Brown Act (MMB) shall mean Chapter 10 of Division 4 of Title 1 of the Government Code commencing with section 3500, having to do with employer/employee relations, as the same now reads or as it may be amended to read.
- 1.6. Base rate of pay shall mean the employee's current hourly rate with no additional incentives or overtime included. For the purposes of this section 1.6, patrol schedule transition pay and wellness allowance shall not be considered additional incentives.

ARTICLE 2. INTENT

This MOU is intended to be the agreement of the parties reached after meeting and conferring in good faith pursuant to the requirements of the Meyers-Milias-Brown Act.

This MOU constitutes the entire understanding of the parties, and all previous Memoranda and contrary practices and side agreements are hereby expressly superseded.

All amendments hereto shall be valid only when made in writing and approved by each party.

ARTICLE 3. TERM

This MOU shall be effective as of February 1, 2002 and shall remain in effect until midnight January 31, 2007. During the term of this MOU should either party desire to modify its terms or meet and confer as to a matter within the scope of representation, which is not addressed herein, then such party shall make such a request in writing to the other party. The subject of the request shall be specified in the written request. No changes in this MOU shall be made without the mutual consent of both the City and the RPOA.

Except for those provisions with a specifically different effective date, all economic provisions of this MOU will be retroactively effective from February 1, 2002.

ARTICLE 4. RECOGNITION

The City recognizes the RPOA as the sole and exclusive representative for the Police Representation Unit which consists of full-time permanent and probationary employees in the classes of Police Sergeant, Police Officer, Police Technical Services Supervisor, Community Service Officer, Police Community Programs Coordinator, Animal Control Officer, Public Safety Dispatcher I/II, Police Records Supervisor, Police Secretary/Receptionist, Police Records Clerk, and such non-supervisory classes as may be added to the unit during the term of this MOU.

In the event employees in any of the following classes: Police Sergeant, Police Technical Services Supervisor, and/or Police Records Supervisor present a petition to the RPOA and the City requesting exclusion from the Representational unit which contains signatures of fifty percent (50%) or more of the employees in the class, the RPOA will agree to excluding all employees in the class.

ARTICLE 5. SUCCESSOR MEMORANDUM OF UNDERSTANDING

Should either party desire to meet and confer on a successor memorandum of understanding, the party shall endeavor to serve notice in writing on the other party no later than sixty (60) days prior to the expiration of this MOU. Meet and confer sessions should be scheduled as soon as possible after such notice is given.

ARTICLE 6. PERSONNEL RULES

Effective with the adoption of this MOU, the Personnel Rules of the City of Rocklin are no longer incorporated within this MOU. The City agrees to meet and confer with the RPOA over any proposed change to wages, hours, and working conditions of employees in the bargaining unit prior to presenting it to Council for consideration, approval, and adoption.

ARTICLE 7. AMERICANS WITH DISABILITIES ACT

Non-Discrimination. Because the ADA requires accommodation for individuals protected under the Act, and because these accommodations must be determined on an individual case-by-case basis, the parties agree that no provision in this MOU is intended to cause the City to

discriminate relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment. The parties further agree that neither party shall seek to enforce any provision of the MOU in a manner that will cause the City to discriminate relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

Accommodation. The RPOA recognizes that the City has the legal obligation to meet with the individual employee to be accommodated in order to determine what adjustment in working conditions is necessary, if any. The City will provide the RPOA with written notice of any proposed adjustment to working conditions it determines necessary in order to comply with the Act, and provide the RPOA the opportunity to meet and discuss the matter.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited to use as evidence of a past practice in the grievance procedure. Nothing, however, in this provision shall preclude the RPOA from utilizing the established grievance procedure, or any other means available by law, to challenge an alleged misapplication or abuse of this provision.

ARTICLE 8. CITY RIGHTS AND RESPONSIBILITIES

City retains, solely and exclusively, all the rights, powers and authority exercised and held prior to the execution of this MOU, except as expressly limited by a specific provision of this MOU. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the City and not abridged herein, include but are not limited to the following, subject to the requirements of this MOU and/or any provision of law whether it be statutory or judicial:

To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract to discontinue work for economic or operational reasons; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Nothing in this Article shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in the City by any law regulating, authorizing or empowering the City to act or refrain from acting.

ARTICLE 9. COMPLETION OF BARGAINING

The parties mutually agree that during the term of this MOU, they unqualifiedly waive the right to and will not seek to negotiate or bargain wages, hours, and terms and conditions of employment whether or not covered by this MOU or in the negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to the MOU. Regardless of the waiver contained in this Article, the parties may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this MOU.

The parties to this MOU recognize and acknowledge that the services performed by the City employees covered by this MOU are essential to the public health, safety, and general welfare of the residents of this jurisdiction. RPOA agrees that under no circumstances during the term of this MOU will RPOA recommend, encourage, cause or permit its members to initiate, recognize, or participate in any strike, sit-down, stay-in, sick-out, slow-down, (hereinafter collectively referred to as a work stoppage), or picketing related to collective bargaining matters, in any office or department of this jurisdiction, that would curtail any work, restrict any production, or interfere with any operation of the City. In the event of a work stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute, which may have given rise to such work stoppage until said work stoppage has ceased.

ARTICLE 10. SOCIAL SECURITY REOPENER

Should the Federal government or a court of competent jurisdiction determine that the City and its employees must participate in the Social Security program, the City and the RPOA agree to meet and confer promptly to determine ways to mitigate the cost impact of the mandate on the City and the employee.

ARTICLE 11. SEPARABILITY

If any provision of this MOU or the application of such provision to any persons or circumstances shall be held invalid, the remainder of this MOU or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

ARTICLE 12. PART-TIME EMPLOYEES

Part-time employees and Police Officer Trainees are not covered by this MOU. Part-time employees are those employees whose regularly scheduled work assignment is less than thirty-two (32) hours per week.

SECTION II - COMPENSATION

ARTICLE 13. CALCULATION OF ANNUAL SALARIES UNDER PROPOSITION C

Salaries for the employees covered by the MOU are subject to the provision of Proposition C approved by the voters of the City of Rocklin on November 4, 1980, which reads as follows:

Rocklin Municipal Code Chapter 2.48

“As used in this chapter the term ‘comparable class of position’ means a group of positions substantially similar with respect to qualifications or duties or responsibilities, using the following positions as guidelines:

- A. Sergeant;
- B. Police Officer;
- C. Dispatch supervisor-administrative secretary;
- D. Dispatcher clerk.

The City Council shall, on the first day of January, annually determine existing average salaries for the Auburn Police Department, Lincoln Police Department, Roseville Police Department and Placer County Sheriff’s Office, operating within the County of Placer for each class of position employed by those agencies. Effective February 1, 1981, and effective February 1st of each year thereafter, the Council shall adjust and determine that the average salary for class of position in the Rocklin Police Department as set forth in this chapter is at least equal to the average of the salaries for the comparable positions in the Auburn Police Department, Lincoln Police Department, Roseville Police Department, and Placer County Sheriff’s Office.

The provision of this chapter shall prevail over any otherwise conflicting provisions which may relate to salaries of City officers or employees who are not elected by popular vote.”

13.1. “Existing Average Salaries” shall mean the average gross earnings of each class of position in question found in Placer County, City of Roseville, City of Auburn, and City of Lincoln. For the purposes of determining comparable salaries for the Dispatcher I classification, the classification of Dispatcher II in Roseville, Placer County and Lincoln, and the classification of Dispatcher I in Auburn will be used. For the positions of Police Officer Recruit, Police Officer, Sergeant, and Dispatcher, the “existing average salaries” shall be derived as follows:

13.1.1. The sum of the salaries in the 1st and 5th Step of the class of position in each jurisdiction in which the class of position exists shall be divided by two (2) to determine the average gross earnings. “Salary” shall be exclusive of fringe benefits, incentive pay, etc.

13.1.2. The average earnings of the class of position in each jurisdiction determined under (1) shall be added together and divided by the number of jurisdictions in which the class of position is found.

13.1.3. The result shall be deemed the 3rd Step of a 5 Step plan for the City of Rocklin for the class of position in question. The 3rd Step shall be increased upward by a factor of 5% to determine the salary for Step 4 and by an additional equal amount for Step 5.

13.1.4. The 3rd Step shall be decreased downward by a factor of 5% to determine the salary for Step 2 and by an additional equal amount downward for Step 1.

13.2. Calculations for Other Represented Classes

13.2.1. For the purposes of this Article, the terms “position” and “class of position” for purposes of Proposition C shall be understood to mean “classification.”

13.2.2. For the classification of Police Records Supervisor, the “existing average salary” shall be derived by addition to the amount determined for Step 5 for the classification of Public Safety Dispatcher I, as described above as Dispatcher Clerk, an amount equal to 21.7% of said amount. The result shall be the minimum salary level for Step 5 for the Police Records Supervisor classification. This amount shall be decreased downward by a factor of 5% to determine the salary for Step 4, by an additional equal amount downward for Step 3, by an additional equal amount downward for Step 2, and by an additional equal amount downward for Step 1.

13.2.3. For the classification of Police Technical Services Supervisor, the “existing average salary” shall be derived by adding to the amount determined for Step 5 for the classification of Public Safety Dispatcher I, as described above, an amount equal to 33% of said amount. The result shall be the minimum salary level for Step 5 for the Police Technical Services Supervisor classification. The amount shall be adjusted in the same manner as above to determine Steps 1 through 4.

13.2.4. For the classification of Community Service Officer, the “existing average salary” shall be derived by adding to the amount determined for Step 5 for the classification of Public Safety Dispatcher I, as described above, an amount equal to 15.6% of said amount. The result shall be the minimum salary level for Step 5 for the Community Service Officer classification. The amount shall be adjusted in the same manner as above to determine Steps 1 through 4.

13.2.5. For the classification of Public Safety Dispatcher II, the “existing average salary” shall be derived by adding to the amount determined for Step 5 for the position of Public Safety Dispatcher I, as described above, an amount equal to one-half the difference between Step 5 of the Community Service Officer classification and Step 5 of the Public Safety Dispatcher I classification. The result shall be the minimum salary level for Step 5 for the Public Safety Dispatcher II classification. The amount shall be adjusted in the same manner as above to determine Steps 1 through 4.

13.2.6. For the classification of Animal Control Officer, the salary shall be determined as being the average of the top step of the range for comparable classifications in the City of Roseville and Placer County. The result shall be the minimum salary level for Step 5 for the Animal Control Officer classification. The amount shall be adjusted in the same manner as above to determine Steps 1 through 4. Should similar classifications be established in the City of Auburn and/or the City of Lincoln, those salaries shall also be used to determine the average of comparable classifications.

13.2.7. For the classification of Police Community Programs Coordinator, the “existing salary range” is determined to be equal to the salary range as determined for the classification of Community Service Officer.

13.2.8. For the classification of Police Secretary/Receptionist, the “existing salary range” is determined to be equal to the salary range as determined for the classification of Public Safety Dispatcher I.

13.2.9. For the classification of Police Records Clerk the “existing salary range” shall be derived by subtracting from the amount determined for Step 5 for the classification of Public Safety Dispatcher I as described above, an amount equal to 5% of said amount. The result shall be the minimum salary level for Step 5 for the Police Records Clerk classification. The amount shall be adjusted in the same manner as above to determine Steps 1 through 4.

13.2.10. The “comparable class of position” and “classes of positions” for purposes of Proposition C shall be as shown on Exhibit A, Salary Schedule, attached hereto and by this reference incorporated herein.

13.2.11. Each employee shall receive a monthly salary according to the schedule as shown on Exhibit A for the first year of this MOU. Salaries for any subsequent years shall be determined annually and implemented as per Chapter 2.48 of the Rocklin Municipal Code.

ARTICLE 14. OTHER COMPENSATION FACTORS

The following are negotiated forms of compensation not affected by Proposition C. They are calculated on each employee’s current base rate of pay and shall not be compounded.

14.1. Wellness Allowance

Every sworn employee will maintain their personal physical fitness at a level that will permit them to perform all of the essential functions of their position. To assist in defraying the cost of any activities a sworn employee may elect to use, to maintain physical fitness, an allowance equal to 6.5% (six and one-half percent) of the base rate of each sworn employee shall be provided. Participation in any organized or unorganized activity to maintain physical fitness shall be elective and not required to receive this allowance. The Wellness Allowance shall replace the current provision entitled “Wellness Incentive Pay.”

14.2. Patrol Schedule Transition Pay

In recognition of the changes made in Work Hours and Schedules contained in Article 44, sworn personnel shall receive a pay differential of 7.0% (seven percent) of base rate of pay. This provision will become effective upon the date of implementation of the revised patrol schedule.

14.3. Adjustments to Base Rate of Pay

Following the calculations called for in Article 13 – Calculation of Annual Salaries Under Proposition C, employees shall receive a pay differential as follows:

- Effective February 1, 2005, all non-sworn personnel shall receive a pay differential of 1.0% (one percent).
- Effective February 1, 2006, all sworn and non-sworn personnel shall receive a pay differential of 1.0% (one percent).

ARTICLE 15. OVERTIME

Overtime shall be defined as follows: For sworn employees any time worked in excess of eighty (80) hours in a pay period; for non-sworn employees any time worked in excess of forty (40) hours in a work week. Time worked shall include paid absences due to sick leave, PTO, CTO, holidays, etc.

Overtime shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular straight time rate for each hour or one-fourth (1/4) thereof worked. The regular straight time rate shall include the base rate for the employee plus all differentials to which the employee is entitled. Employees may choose to accrue compensatory time in lieu of receiving paid overtime in accordance with the provisions of Article 37, Compensatory Time Off. Compensatory time shall be provided at the same rate as overtime is paid.

The amount of overtime an employee will be authorized to work will depend on the service needs of the department and will be determined by the Police Chief or his designee.

Employees who are required to work more than twelve (12) consecutive hours as the result of an overtime assignment shall be provided an additional thirty (30) minute meal period. Such meal periods may be postponed in case of emergency or due to service demands.

In scheduling overtime, the Department shall utilize the following Overtime Call-Out Procedure.

15.1. Definitions

- Emergency Overtime – an immediate need for personnel.
- Short-Notice Overtime – a need for personnel which becomes necessary within two (2) weeks or less of assignment.
- Scheduled Overtime – overtime assignments that have been anticipated and are greater than two (2) weeks until assignment.

15.2. Emergency Overtime Call-Out Procedure

In the case of an emergency requiring immediate response of personnel, any employees summoned through personal contact, a message or a page to work shall do so promptly.

If a reasonable excuse exists that precludes the employee's response, he/she shall advise the supervisor requesting a response. It shall remain the discretion of the supervisor whether or not to require an employee to work Emergency Overtime.

15.3. Short Notice Overtime

15.3.1 Short-Notice Overtime Call-Out List

A list will be established of employees who volunteer to work short-notice overtime. An employee may be added to the list at any time. To be removed from the list, an employee must submit a request fourteen (14) days prior to the date requested for removal. Employees who request removal from the list will not be eligible for replacement on the list for three months.

The Short-Notice Call-Out List shall be maintained in order of seniority. The designation "\$" will be placed next to the employee's name on the Departmental telephone directory indicating availability for short-notice overtime.

15.3.2. Department Pagers

All employees on the Short-Notice Call-Out list shall be provided department-issued pagers. Such pagers shall be recalled should an employee be removed, or request to be removed, from the Short-Notice Call-Out List.

15.3.3. Short-Notice Overtime Call-Out Procedure

Any supervisor, upon realizing the need for personnel as per the definition of Short-Notice Overtime, may initiate this procedure. The supervisor may, with the approval of the employee, utilize on duty employees for "hold over" or next shift employees for an "early in." In the event that there are still insufficient personnel, the supervisor shall attempt telephone contact with the available employee currently listed highest on the Short-Notice Call-Out List. If the employee does not respond to the phone call, he/she shall be paged. The employee paged shall have ten (10) minutes to respond. After ten (10) minutes, the supervisor will continue the procedure with the next available employee on the Short-Notice Call-Out List. After forty-five (45) minutes of unsuccessful contacts, the supervisor will follow the procedures in 15.3.4 below.

Once an employee works overtime, waives overtime, or does not respond to a page, he/she will be placed at the bottom of the list.

15.3.4. Non-Response

An employee who fails to respond to a short-notice call-out page and/or who declines to report for short-notice overtime three (3) consecutive times (excluding during annual vacation leaves of

forty (40) hours or more) may be removed from the Short-Notice Call-Out List at the discretion of the Police Chief or his designee. The pager assigned to the employee may be recalled.

Should an overtime assignment remain vacant following the use of the Short-Notice Overtime procedure, the supervisor shall begin a call-out of the least senior employee who has had at least one (1) day (twenty-four (24) consecutive hours) off in the last seven (7) days, whether or not the employee is on the Short-Notice Call-Out List.

Public Safety Dispatcher I/II: For purposes of call-out under this Article, the supervisor shall first contact the employees whose primary assignment is in the communications center (Public Safety Dispatcher I/II) in order of least seniority, and who (1) are not on scheduled extended PTO; (2) are not on incidental day off to observe one of the holidays defined in Article 15, Special Holiday Pay; and (3) have had at least one (1) day (twenty-four (24) consecutive hours) off in the last seven (7) days. If still unable to fill the overtime assignment, the Supervisor shall next contact the remaining Public Safety Dispatcher I/II personnel in order of least seniority, using the criteria listed in the previous sentence.

15.4. Scheduled Overtime Sign-Up Lists

The supervisor responsible for scheduling shall post a sign-up for scheduled overtime. Generally, the overtime assigned by this procedure is for foreseeable overtime; i.e., training, vacations, injuries, vacancies, special assignments, etc.

The list will remain posted for five (5) days. Employees may sign up for up to eighteen (18) hours per pay period beginning with the most senior employee. Any leftover time will be reposted for an additional two (2) days for a second round of sign-ups based on seniority. However, no employee may sign up for additional time if such time exceeds thirty-six (36) hours per pay period without approval from the Police Chief or his designee. Overtime will be posted in minimum increments of half shifts, i.e., four (4) hours, five (5) hours, or six (6) hours.

Should all overtime assignments not be filled through the Scheduled Overtime Sign-Up List, the scheduling supervisor shall assign the least senior qualified employee available, whether or not that employee is on the Scheduled Overtime Sign-Up List, provided that the employee is assured at least one (1) day (twenty-four (24) consecutive hours) off in each seven (7) day period.

15.5. Maximum Hours

The following limitations of Short-Notice and Scheduled Overtime are prescribed:

15.5.1. No employee shall be scheduled to work more than twelve (12) consecutive hours in one day, except in emergency circumstances.

15.5.2. An employee who is assigned to ten (10) hour shifts shall not be scheduled to “double-back” without ten (10) hours between assignments. An employee who is assigned to eight (8) hour shifts shall not be scheduled to “double-back” without eight (8) hours between assignments.

15.5.3. An employee shall not be assigned to work overtime “out-of-class” without permission from the Police Chief or his designee.

15.5.4. An employee who is assigned to twelve (12) hour shifts shall not be scheduled to “double-back” without twelve (12) hours between assignments.

15.5.5. The Police Chief or his/her designee may exclude any individual from an overtime assignment if in his/her estimation the individual does not possess the skills or abilities to achieve the desired objective of the assignment.

ARTICLE 16. SPECIAL HOLIDAY PAY

An employee working a regularly scheduled shift on any of the following four (4) days shall be compensated at time and one half: New Year’s Day, Independence Day, Thanksgiving Day, and Christmas Day. An employee working overtime, whether scheduled or otherwise, on one of the above holidays will be compensated at double time. For the purposes of this provision, a day shall mean a calendar day from 12:01 a.m. to 12 midnight. However, in no instance shall pyramiding of overtime be allowed.

ARTICLE 17. CALL BACK PAY

When an employee is called back to work outside of and not continuous with his scheduled shift, the employee shall receive a minimum of three (3) hours pay at time and one-half. Should the call back continue beyond three (3) hours, additional time shall be credited in one-half (1/2) hour increments.

ARTICLE 18. COURT APPEARANCE DURING SCHEDULED TIME OFF

18.1. Compensation

When an employee is required to make a court appearance in a criminal or non-criminal action to provide testimony in his/her capacity as an employee of the Police Department of the City of Rocklin, the employee will be paid as follows:

18.1.1. When an employee is called back from his/her non-scheduled work hours for the purposes of court, the employee will receive a minimum of four (4) hours’ pay at his/her overtime rate. The time will be calculated portal-to-portal. Any time in excess of four (4) hours minimum shall be compensated at the employee’s overtime rate. An employee who is scheduled for court less than four (4) hours prior to his/her regular shift or scheduled overtime will only receive compensation for the additional hours worked. In no instance shall an employee receive double compensation.

18.1.2. If the court appearance which was scheduled on the employee’s regular days off or the employee’s previously scheduled time off is cancelled by the court with less than sixteen (16) hours notice to the Department, the employee will be compensated for two hours at his/her overtime rate. The Department will notify the employee of the cancellation. The required notification for this provision shall be one of the following:

18.1.2.1. Notice in person or by telephone to the employee including messages left or telephone recorders or answering devices at the employee's place of residence.

18.1.2.2. Written or electronic mail communications delivered to the employee's mail box or electronic mail box thirty (30) minutes prior to the end of the employee's last regularly attended shift.

18.1.3. Employees will only be compensated during such times as the court is actually in session or the employee is required to meet with the District Attorney. Lunch breaks do not normally count for purposes of compensation under this Article. If the employee is required to meet with or obtain evidence of information for the District Attorney during the lunch break, the lunch break shall be compensated as time worked.

18.1.4. It is the City's policy not to use officers who have been called for court time during off-duty hours for anything other than duties related to court appearances unless required by operational needs.

18.2. Subpoenas and Witness Fees

Employees subpoenaed to appear for a non-criminal action are not eligible for compensation from the City unless they are appearing as a representative of the City, and the subpoena is accompanied by the required witness fee.

If the subpoena and the witness fee are received directly by the employee, the employee shall immediately submit a copy of the subpoena and the check for the witness fee accompanying the subpoena to the Police Records Supervisor.

ARTICLE 19. EDUCATION INCENTIVE

19.1. Each employee is eligible to receive education incentive in accordance with the following criteria:

19.1.1. Education incentive will be paid in each biweekly payroll. Payment of education incentive will begin effective the first day of the pay period following the date of the award of the certificate or degree, provided the Human Resources Office receives timely notification and acceptable proof of such award as described below. If notification and acceptable proof are not filed within the timelines herein specified, payment of education incentive will begin effective the first day of the pay period following receipt of the appropriate documentation in the Human Resources Office.

19.1.2. For POST certificates, a copy of the Certificate application shall be considered timely notification. A copy of the certificate will be considered acceptable proof of accomplishment. A copy of the Certificate Application must be filed with the Human Resources Office within thirty (30) days of the date of the certificate application in order to receive education incentive pay retroactive to the date of the award of the certificate.

19.1.3. For college degrees, a certified copy of the college transcripts or a copy of the diploma will be considered acceptable proof of accomplishment. In order to be considered timely in giving notice for education incentive, the employee must submit a memo to the Human Resources Office notifying the City of his/her intention to apply for education incentive within thirty (30) days following the end of the semester or quarter in which the degree was earned. If such timely notice is given education incentive pay shall be retroactive to the date of the accomplishment.

19.1.4. Education incentive for Associate's and Bachelor's degrees shall not be applicable to employees in those classifications that require an Associate's or Bachelor's degree as a minimum qualification to work in that class.

19.1.5. It is the responsibility of each employee to notify Human Resources of his/her eligibility for education incentive and to provide the appropriate documentation in accordance with the above.

19.2. Each employee is eligible for education incentive pay as listed below:

	<u>Monthly Amount</u>	<u>Monthly Amount Effective 2/1/05</u>
Completion of 60 college units (40 units must be job-related)	\$65.00	\$65.00
EMD Certificate	\$75.00	\$75.00
Associate's Degree (any major)	\$75.00	\$75.00
Intermediate POST	\$125.00	\$175.00
BA/BS (any major)	\$150.00	\$150.00
Advanced POST	\$175.00	\$225.00
MA (non-sworn only)	\$200.00	\$200.00
BA/BS + Advanced POST	\$225.00	\$275.00

19.3 This incentive is non-cumulative and is paid at the highest rate for which an employee is qualified.

ARTICLE 20. SHIFT DIFFERENTIAL PAY

When a sworn officer works a shift where more than five (5) hours fall within the times of 11:00 p.m. and 7:00 a.m., he/she shall receive a pay differential of 2.5% of base pay for all hours worked during that shift.

When a non-sworn employee works a shift where four or more hours fall within the times of 7:00 p.m. and 7:00 a.m., he/she shall receive a pay differential of 2.5% of base pay for all hours worked during that shift.

Time sheets must reflect the starting and ending times to be eligible for payment of any shift differential.

ARTICLE 21. SPECIAL DUTY PAY

21.1. When an employee is assigned by the Police Chief or his/her designee to be a trainer, he/she shall receive a pay differential of 5% of base pay for all hours worked as a trainer.

21.2. When an employee is assigned the function of Detective to perform investigative work, he/she shall receive a pay differential of 5% of base hourly rate times 80 hours for each pay period in which they are assigned as a Detective.

21.3. When an employee is assigned the position of Dog Handler and is required to maintain a trained police dog, he/she shall receive extra compensation in accordance with Exhibit B (Police Service Dog Handler Agreement).

21.4. When an employee is assigned and is actively engaged (other than for the purposes of training) as a member of a SWAT team or as a Hostage Negotiator, he/she shall receive a pay differential of 5% of base pay for all such hours worked.

ARTICLE 22. LONGEVITY PAY

22.1. When an employee has completed seven (7) years of service in the department, he/she will receive a longevity differential of 2.5% of base pay.

22.2. When an employee has completed ten (10) years of service in the department, he/she will receive a longevity differential of 5% of base pay.

22.3. When an employee has completed fifteen (15) years of service in the department, he/she will receive a longevity differential of 7.5% of base pay.

22.4. This provision will be effective at the beginning of the pay period following adoption of this MOU by the City Council.

ARTICLE 23. TRAINING TIME

When an employee is required to attend a scheduled training exercise during a nonscheduled shift and not contiguous to a scheduled shift, he/she shall be compensated as under the Call Back provision. See Article 17.

Employees will be compensated for travel time associated with training in accordance with Exhibit D.

ARTICLE 24. ACTING PAY

24.1. Other than for the purposes of training, employees will be eligible for acting pay when assigned to perform the duties of any classification which is paid at a salary range higher than that in which the employee is currently employed.

24.2. Eligibility for acting pay will be subject to the following conditions:

24.2.1. The assignment of work in a higher classification must be made by the Police Chief or his designee.

24.2.2. To be assigned to work in the higher class, an employee must be, in all respects, qualified to perform in the higher class.

24.2.3. Employees who are assigned to the higher class must be required to perform a substantial number of essential tasks of the higher-level position.

23.3. Once the above conditions are satisfied, the employee will be paid, as acting pay, a premium of 5% of base pay for all subsequent hours worked in the acting assignment. Paid, but not worked hours (i.e., PTO) shall be paid at the employee's base rate plus any other related additives during the assignment.

ARTICLE 25. EFFECTIVE DATES

Merit increases, longevity pay and Cost of Living Adjustments (COLA) shall accrue and be payable from the effective date when the City's payroll software system has the capability of making mid-pay period adjustment. Until such time, the City shall implement merit increases, longevity pay, and cost of living adjustments from the beginning of the pay period that includes the effective date.

ARTICLE 26. MOTORCYCLE PAY AND MOTORCYCLE SAFETY EQUIPMENT

The City will identify and provide all safety equipment related to the position of motorcycle officer.

SECTION III - BENEFITS AND REIMBURSEMENTS

ARTICLE 27. HEALTH, DENTAL, VISION, LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) INSURANCE

27.1. Availability and Eligibility

The City agrees to provide insurance benefits covering medical, dental, vision, life and AD&D for those employees who are qualified in accordance with plan specifications. Dependent coverage will be available on the medical, dental, and vision plans.

27.2. Selection of Carriers

The employee shall choose a medical insurance plan from those plans made available in this geographic area through the Health Benefits Division of the Public Employees Retirement System (PERS). The dental, vision, life and AD&D insurance plans shall be selected by the City. The City reserves the right to change carriers at any time, provided that the plan benefits to unit members are substantially the same or better.

27.3. Employee Benefit Package

The employee benefit package will include:

- Selected medical plan
- Family dental plan (with PPO option)
- Family vision plan
- \$50,000 Life and AD&D insurance
- PERS administrative cost

27.4. Medical Insurance

The City will pay up to the full monthly cost for family coverage for the lowest cost medical insurance plus the PERS administrative charges imposed for medical plan processing plus \$10.00. The employee will pay any costs that exceed the City's fixed contribution for medical insurance.

27.5. Dental, Vision, Life and Accidental Death and Dismemberment Insurance

The City will pay the full cost of coverage for a family dental plan, a family vision plan and \$50,000 life and accidental death and dismemberment insurance for employee only.

27.6. Payroll Deduction

The employee will pay the amount their benefit package cost exceeds the City's contribution by authorizing biweekly payroll deductions.

ARTICLE 28. STATE DISABILITY INSURANCE BENEFITS (SDI)

All employees shall be eligible for SDI benefits as provided for in the SDI program. The City shall contribute the full premium for this program.

ARTICLE 29. FLEXIBLE SPENDING PLAN

29.1. The City will continue to make available to employees a Flexible Spending Plan established pursuant to IRS Section 125. The plan allows eligible employees to set aside up to three thousand dollars (\$3,000.00) per year pre-tax income to pay for costs associated with health insurance premiums and health costs not covered under the benefits plan. The plan also allows the employees to set aside pre-tax income to pay for the costs of childcare and adult dependent

care. Employees may choose to enroll in this plan each December for the coming calendar year. Participants in the plan must pay the monthly administrative cost by authorizing biweekly payroll deductions.

29.2. The City reserves the right to change carriers at any time, provided that plan benefits to RPOA members are substantially the same or better.

ARTICLE 30. RETIREMENT BENEFITS

30.1 The City shall continue to contract with the State of California Public Employees Retirement System (PERS) during the term of this MOU. For the period 2/1/02 – 1/31/04, the retirement formula for sworn personnel will be two percent (2%) at fifty (50). The City will initiate the process to modify the PERS contract from two percent (2%) at fifty (50) to three percent (3%) at fifty (50) to become effective 2/1/04.

The plan will have the following additional contract provisions.

Section 20965, Credit for Unused Sick Leave
Section 21573, 1959 Survivors Benefit, Third Option
Section 20042 – One Year Final Compensation – Sworn Personnel Only

The following provision will be effective 2/1/04:

Section 21574, 1959 Survivors Benefit, Fourth Level – Sworn Personnel Only

30.2. The City shall contribute toward the employee's contribution as follows:

For sworn personnel, the City agrees to pay 100% of the employees' PERS contribution, not to exceed 9.0% of their PERS reportable compensation.

For non-sworn personnel, the City agrees to pay 100% of the employees' PERS contribution, not to exceed 7.0% of their PERS reportable compensation.

30.3. If any other bargaining unit within the City with members covered by the PERS Miscellaneous contract commences bargaining concerning an improved benefit formula, the City and the RPOA agree to meet and confer concerning the implementation of that benefit.

ARTICLE 31. DEFERRED COMPENSATION

Effective the first day of the pay period that includes February 1, 2003, the City will contribute up to \$50.00 per month in matching funds for each employee who participates in a City-sponsored deferred compensation program. Employees who regularly work less than 40 hours per week will receive a proportionate benefit.

ARTICLE 32. RETIREE HEALTH BENEFITS

To be eligible to receive post-retirement health benefits, an employee must complete at least five (5) years of PERS-credited service with the City of Rocklin. Employees who retire from the City of Rocklin after meeting the service requirement stated above and who have at least ten (10) years of PERS-credited service will receive a City contribution to their post-retirement benefits as follows:

Credited Years of Service	% of City Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

Employees who have PERS-credited service through other public agencies must complete at least five (5) years of service with the City of Rocklin and retire from the City of Rocklin to be eligible for post-retirement health benefits. However, once an employee has completed five (5) years of service with the City of Rocklin, their eligibility for post-retirement health benefits will include all years of PERS-credited service.

The vesting requirements for post-retirement health benefits will be implemented for all employees hired after the date the City's contract for health benefits under the Public Employees' Medical and Hospital Care Act (PEMCHA) has been revised to include these service requirements.

ARTICLE 33. UNIFORM ALLOWANCE

Uniform allowance shall be paid each year in the pay period following the pay period that includes February 1.

All sworn personnel, personnel in the classifications of Community Services Officer, Police Technical Services Supervisor, and Animal Control Officer shall receive an annual uniform allowance as follows:

2/1/02	\$806.00
2/1/03	\$832.00
2/1/04	\$858.00
2/1/05	\$910.00
2/1/06	\$950.00

Non-sworn personnel, except in those classifications included above, shall receive an annual uniform allowance as follows:

2/1/02	\$650.00
2/1/03	\$676.00
2/1/04	\$702.00
2/1/05	\$754.00
2/1/06	\$780.00

Significant mandated modifications to the uniform requirements will be subject to meet and confer. For purposes of this Article, “significant modifications” shall be defined as having an aggregate cost of ten percent (10%) or more of the annual uniform allowance; “mandated” modifications shall be defined as City-mandated modifications which have not been generated by the Uniform Review Committee.

When a new employee who is required to wear a uniform enters the service during the term of this MOU, said employee shall receive, upon entry into the service, their first set of uniforms. The Department will determine what the uniform needs are and provide the first set at no cost to the employee.

Individuals in the classifications of Public Safety Dispatcher I/II, Police Technical Services Supervisor, Police Secretary/Receptionist, Community Service Officer, Police Records Clerk, Animal Control Officer, Police Community Programs Coordinator and Police Records Supervisor shall be required to wear the prescribed uniform while on duty, except when exempted from this requirement by the Police Chief.

ARTICLE 34. TUITION REIMBURSEMENT

34.1. Employees shall be eligible for tuition and related expense reimbursement for completing approved course work in an accredited college, school or university. To be eligible for reimbursement, the employee must submit, to the Police Chief and to the Human Resources Manager for approval, an education plan and goal. The plan must contain a statement as to the relevance of the plan to the employee’s work assignment and the benefit to the City. The plan must be approved by both City representatives before the employee can expect reimbursement.

Upon completion of the course work, the employee must submit the following items to receive reimbursement:

34.1.1. Copy of grade report evidencing completion of the course work with a grade of C or better.

- Itemized receipts showing items claimed for reimbursement
- Items qualifying for reimbursement include:
 - Tuition (in-state only)
 - Required textbooks
 - Required supplies

Parking permits
Other related expenses

- Items NOT qualifying for reimbursement include:
Medical service fee
Mileage
Items not required by the instructor

34.2. The maximum amount eligible for reimbursement will be based on the registration fees for undergraduate California residents for one (1) semester class at California State University, Sacramento (CSUS). For fiscal year 2001/2002, the City will contribute \$643.50. The City agrees to increase this amount up to 3.0% per year, not to exceed the actual CSUS registration fees for undergraduate California residents for one (1) semester class, for subsequent fiscal years during the term of this MOU. The City will observe the IRS regulations concerning the taxability of educational reimbursement in effect at the time of the request for reimbursement.

SECTION IV - LEAVES

ARTICLE 35. PAID TIME OFF PROGRAM (PTO)

It is hereby stipulated that the Paid Time Off Program shall supersede the Vacation Policy (Personnel Rules, Section 13.1) and the Holiday Policy (Personnel Rules, Section 13.4.3). It shall also modify the Sick Leave Policy (Personnel Rules, Section 13.2).

35.1. Paid Time Off (PTO)

35.1.1. Accrual – The City of Rocklin will provide all employees covered by the MOU time off with pay for vacation, holidays, minor injuries, illnesses and other personal needs. A new employee will begin to accrue PTO immediately upon hire. PTO hours are accrued on the first 80 paid hours in the biweekly pay period. The rate that an employee accrues such time is based on his/her length of service with the City. PTO is accrued as follows:

Years of Service	Per Year	Hours Per Pay Period
0-1	234	9.000
1-2	242	9.308
2-3	250	9.615
3-4	258	9.923
4-9	274	10.538
9+	298	11.462

35.1.2. Use of PTO – An employee may use PTO as soon as it is accrued. An employee must use PTO for the first three days they are off work for a non-job-related illness that does not require hospitalization. An employee must use PTO the first day they are off work for a non-job-related-injury. If an employee is off work on PTO and becomes disabled due to serious illness or injury, they may request any remaining time off to be charged against sick leave. He/she must notify their supervisor immediately and submit a doctor's report on their disability.

35.1.3. PTO Cash Out – An employee will be allowed to accrue up to a maximum of two hundred (200) hours of PTO. As of June 1, and November 15 of each year, any PTO hours accumulated that exceed the 200-hour limit will automatically be cashed out to the employee at their base hourly rate then in effect. Cash out for hours in excess of the 200-hour limit will be paid in the pay period immediately following the pay period, which includes June 1 and November 15. When an employee leaves City employment, they will be paid for all unused PTO at their base rate of pay.

35.2. Sick Leave

35.2.1. Use of Sick Leave. In addition to PTO accrual, an employee will also accrue Sick Leave hours to provide paid time for serious longer term illnesses and injuries involving the employee or the employee's immediate family residing in the immediate household of the employee. If an employee is hospitalized, the Sick Leave coverage will start on day one of the occurrence. If an employee is not hospitalized, their Sick Leave will begin on the fourth day of the occurrence for illness and on the second day of the occurrence for injuries. Whenever an employee is eligible for State Disability Insurance benefits, the Sick Leave benefit will be coordinated with the State Disability Insurance benefit.

35.2.2. Sick Leave Accrual. A new employee will begin to accrue Sick Leave hours on the first day of employment. However, they are not eligible to use Sick Leave hours until they have completed six months of employment. During this initial six months, an employee may use PTO hours for all time off due to non-job-related illnesses or injuries. Sick Leave hours shall accrue on the first 80 paid hours in the biweekly pay period at the following rates:

<u>Years of Service</u>	<u>Per Year</u>	<u>Hours Per Pay Period</u>
0-1	56	2.1539
1+	72	2.7693

35.2.3. Sick Leave Buy Back. Upon separation with ten (10) years or more of service, or upon termination of employment by reason of death, service, or disability retirement, the employee or employee's estate may choose to be paid one-third (33 1/3%) of the total unused sick leave at its current value based on the employee's base rate of pay as defined in Article 1.6. The remaining balance of sick leave hours will be eligible for conversion to additional service time in the calculation of retirement benefits for the PERS system.

ARTICLE 36. SCHEDULING PROCEDURES – EXTENDED PTO (VACATION)

Employees may schedule extended Paid Time Off (PTO) for use as vacation time as follows:

36.1. PTO sign-ups will be posted each year from November 1-30, to be effective on January 1 of the following year.

36.1.1. A schedule will be posted for sign-ups, beginning with the most senior employee and ending with the least senior employee in each classification. Employees who do not sign up according to the schedule will be placed at the bottom of the list for their classification.

36.1.2. For purposes of this Article, classifications are defined as follows:

- Police Sergeant
- Police Officer
- Detective/Detective Sergeant
- Public Safety Dispatcher I/II
- Community Service Officer
- Animal Control Officer
- Police Records Clerk

36.1.3. Seniority will be determined by length of continuous service in the affected classification. Continuous service means the employee's total continuous service since date of appointment to the classification without break or interruption. In the event of a tie, total City seniority, date of application, and choice by lot shall be used in that order to break the tie.

36.1.4. Notwithstanding 36.1.3. above, for the purposes of determining seniority for the classifications of Public Safety Dispatcher I/II seniority will be determined by length of service in the Rocklin Police Department.

36.2. Sign-ups will be limited to one (1) employee per classification, except for those officers assigned to patrol. Police officers serving as patrol officers will be allowed a maximum of two (2) employees per sign-up during prime time.

36.3. Minimum Sign up: One (1) week. Week is defined as Saturday – Friday.

36.4. Maximum Sign up: Two (2) weeks during prime time; unlimited outside prime time.

36.5. Prime Time is defined as follows:

Memorial Day through Labor Day
Thanksgiving through New Year's Day
The week prior to and the week after Easter

36.6. Cancellation of a leave period scheduled through this procedure must be made and acknowledged in writing sixty (60) days in advance of the beginning date of the leave, excluding emergencies. Employees who do not cancel scheduled leaves in this manner will be required to take the leave as scheduled.

36.6.1. Cancelled leave periods will be posted within five (5) days of receipt of notice of cancellation for a period of fifteen (15) days to allow other employees to bid for the available period. Eligible employees may bid for the available leave period. The most senior eligible employees will be awarded the leave.

36.7. Employees whose scheduled extended PTO (vacation) does not coordinate with their work schedule at the time of the leave may request special consideration for incidental days off.

ARTICLE 37. COMPENSATORY TIME OFF

37.1. Overtime is defined as follows:

- For sworn employees, any time worked in excess of eighty (80) hours in a pay period.
- For non-sworn employees, any time worked in excess of forty (40) hours in a week.

37.2. In lieu of receiving overtime pay, an employee may accrue converted (hours worked times 1.5) hours as Compensatory Time Off (CTO) up to the following limits:

- Sworn employees: Three hundred (300) hours of converted CTO.
- Non-sworn employees: Two hundred forty (240) hours of converted CTO.

37.3. Whenever the employee has accumulated the maximum number of CTO hours, all excess CTO hours will be paid as overtime (time and one-half) at the regular rate of pay in the pay period worked.

37.4. Employees will schedule CTO in accordance with Article 44, Work Hours and Schedule, and Article 36, Scheduling Procedures – Extended PTO (Vacation).

ARTICLE 38. BEREAVEMENT LEAVE

38.1. Each employee is eligible for up to three (3) consecutive workdays in any fiscal year for purposes of bereavement leave following the death of a relative or domestic partner. If an employee requests additional time off for bereavement, an additional two days shall be allowed to be charged to accrued PTO.

Relatives covered

Spouse (including common law)	Son
Father	Daughter
Mother	Sister
Father-in-law	Brother
Mother-in-law	Grandchildren
Grandfather	Grandmother

The following step/foster relationships are covered

Mother	Daughter
Father	Sister
Son	Brother
Grandfather	Grandmother

Bereavement leave is also available following the death of any child, close relative, or domestic partner who resided with the employee at the time of death.

38.2. Notification to City

The employee shall notify his/her supervisor as soon as possible (but no later than the beginning of the next workday) of the occurrence requiring bereavement leave and, if requested by the City, shall provide substantiation to support the request. Such leave must commence not later than twenty-four (24) hours following the notification to the City and must be taken consecutively.

38.3. Limitation

The five-day limit will apply to all deaths that occur simultaneously.

ARTICLE 39. FAMILY CARE AND MEDICAL LEAVE

39.1. An employee shall be eligible to take leave for up to twelve (12) weeks each twelve (12) month period for personal or family illness, or following the birth or adoption of his or her child in accordance with the California Family Rights Act (CFRA) (Government Code Section 12945.2) and the Federal Family and Medical Leave Act (FMLA) (Title 29, Part 825, Code of Federal Regulations).

39.2. An employee who is in unpaid status during a Family Care and Medical Leave will suffer no break in service for purposes of determining seniority under Article 49, Reduction in Force/Layoff. Shift trades will not exempt an employee from meeting the eligibility requirements for family care and medical leave. Employees on family care and medical leave are considered unavailable for work during that period. This would include scheduled and unscheduled overtime, training, or any other work-related activities.

39.3. The City reserves the right to transfer an employee who is taking intermittent Family Care and Medical Leave for medical treatment when it is determined to be in the best interest of the City that the function of the affected position be performed on a full-time basis. The position to which the employee is transferred must be comparable to the employee's regular position and the employee will be returned to their original position on completion of their treatment, subject only to their being capable of performing all of the major elements of the job.

39.4. The City may require the employee to utilize all accrued sick leave, PTO, and CTO to cover the period which otherwise would be unpaid. If the employee chooses, they may

reserve forty (40) hours of accrued PTO for use upon their return from an extended period of Family Care and Medical Leave.

39.4.1. “Extended Period” is defined as an absence of two (2) weeks or more.

39.4.2. If all other leave is exhausted at the expiration of the Family Care and Medical Leave, an employee may use the reserved PTO for purposes of sick leave and medical appointments for the employee and his/her dependents for a period of three (3) months after his/her return from Family Medical Leave.

39.4.3. PTO used for this purpose will be used in increments of no less than two (2) hours.

39.4.4. Accrued leave will be coordinated with Disability or Worker’s Compensation Benefits in accordance with 35.2.1. of Article 35, Paid Time Off Program (PTO).

39.5. An employee will notify his/her supervisor that the employee is requesting to take family care and medical leave and will provide the date his/her leave will begin and the anticipated date of his/her return to work. Prior to the beginning of the leave, the employee and the supervisor will establish a schedule in which the employee will keep the supervisor informed of any changes in his/her status and/or date of return to work.

ARTICLE 40. JURY DUTY

When an employee is required to serve on jury duty, the employee shall be compensated for all regularly scheduled hours not worked as a result of jury service. Each employee shall pay the City the amount received as juror fees, but shall retain any fees received for mileage reimbursement.

ARTICLE 41. MILITARY LEAVE

Military Leave shall be granted and compensated in accordance with the provisions of the State of California Military and Veterans Code, which says, in summary, that any employee shall receive full compensation for up to thirty (30) calendar days of active military duty each year. In no event will an employee be compensated in excess of 243 hours at their base rate of pay as defined in Article 1.6 in any calendar year.

For scheduled military training, a copy of the official orders must be submitted to the employee’s supervisor as soon as issued. For emergency military call-up, a copy of the official orders must be submitted to the employee’s supervisor as soon as practical. Weekend drills are not covered under this Article.

ARTICLE 42. MATERNITY LEAVE

42.1 Length of Leave Allowed: The City will provide up to four (4) months unpaid leave to female employees for pregnancy-related disability, in accordance with Government

Code Section 12945(b)(2). Leave for pregnancy-related disability will run concurrently with the Federal Family and Medical Leave Act (FMLA).

42.2. Use of Leave: The employee may use accrued PTO and sick leave, in accordance with the provisions of this MOU, to cover the period of her disability leave which would otherwise be unpaid. Any accrued CTO must be exhausted before an employee may use PTO or sick leave, or before her unpaid leave begins.

42.2.1. During the period of her disability, an employee's paid leave will be integrated with any State Disability (SDI) benefits she may receive.

42.2.2. An employee may retain up to forty (40) hours of accrued PTO for use upon her return from maternity leave.

42.2.2.1. Retained PTO may be used for purposes of sick leave and medical appointments for the employee and her dependents for a period of six (6) months after her return from maternity leave.

42.2.2.2. PTO used for this purpose will be used in increments of no less than two (2) hours.

42.3. Extension of Leave: An employee may request to use family care and medical leave to extend her maternity leave as follows:

42.3.1. Upon recovery from her pregnancy-related disability, an employee may request up to twelve (12) weeks bonding leave under the terms and conditions of Article 39, Family Care and Medical Leave, and the California Family Rights Acts (CFRA). Bonding leave must be taken in increments of two (2) weeks or more.

42.3.2. An employee who has not recovered from her pregnancy-related disability upon expiration of the four (4) months to which she is entitled under Government Code Section 12945(b)(2) may request up to twelve (12) weeks family leave to recover from her disability. This leave may be granted under the terms and conditions of CFRA.

42.3.3. An employee who has not recovered from her pregnancy-related disability at the expiration of the twelve (12) weeks of Family Care and Medical Leave, may request an extension of her leave of absence for an additional ninety (90) days under the terms and conditions of Article 43, Leave of Absence Without Pay. The City may grant the extension, if conditions warrant such an extension.

42.4. Except where specifically stated in this policy, Maternity Leave will be governed by the terms and conditions of Article 43, Leave of Absence Without Pay.

ARTICLE 43. LEAVE OF ABSENCE WITHOUT PAY

This Article supersedes Section 13.7 of the City of Rocklin Personnel Rules.

43.1 Leave of absence without pay may be granted to any employee with the approval of the City Manager or his/her designee for the following purposes:

- Illness beyond that covered by sick leave and Family Care and Medical Leave.
- Other personal reasons which do not impair the effectiveness of the City.

To be eligible for a leave of absence for personal reasons, an employee must be in good standing, and have received no disciplinary actions in the twelve (12) months prior to the request.

43.2. Duration

Leave of absence for any of the above reasons may be granted for a period not to exceed ninety (90) days. At the request of the employee, the City Manager may extend a leave of absence for the purposes specified in 43.1 above with an additional ninety (90) days, if conditions warrant such an extension.

43.3. Revocation of Leave of Absence

A leave of absence may be revoked by the City Manager upon evidence that the cause for granting the leave of absence was misrepresented or has ceased to exist.

43.4 Reinstatement Upon Termination of Leave of Absence

Upon expiration of the leave of absence, the employee shall be reinstated to his/her former position, if available, or to an equivalent position.

43.5 Non-Qualifying Service

Leave of absence shall not be counted as qualifying service for the purposes of accruing PTO, sick leave, longevity and merit salary adjustments. An employee on leave who has exhausted his/her maintenance of benefits extension granted under FMLA and CFRA may maintain health, dental, vision, and life insurance policies by remitting full monthly premium payments to the City or to the individual carriers if so directed by the City. The City will pay no portion of such premium while the employee is on unpaid leave.

43.6. PTO/CTO

All accrued PTO and CTO must be used prior to the effective date of leave of absence without pay.

SECTION V - OTHER TERMS AND CONDITIONS

ARTICLE 44. WORK HOURS AND SCHEDULE

44.1. Workweek

The normal work period of non-sworn employees shall consist of forty (40) hours per week. The normal work period for sworn employees shall be eighty (80) hours per two week pay period. Except during emergency situations, employees shall be permitted to take two (2) fifteen (15) minute rest periods during each work shift. Rest periods will not be taken consecutively nor in conjunction with a lunch break, but shall be scheduled approximately midway between the lunch break and the beginning and the end of each shift.

44.2. Work Schedules

44.2.1. Five Eight-Hour Days (5/8)

Non-sworn employees in the classifications of Police Records Clerk, Police Records Supervisor, and Police Secretary/Receptionist will normally work ten (10) eight (8) hour days per pay period. Pay periods are fourteen (14) consecutive days, beginning on Saturday and ending on Friday. Each eight (8) hour shift shall include one (1) thirty (30) minute meal break for which the employee shall be paid.

44.2.2. Four Ten-Hour Days (4/10)

Non-sworn employees in the classifications of Animal Control Officer, Community Service Officer, Public Safety Dispatcher I/II, Police Community Programs Coordinator, and Police Technical Services Supervisor, and sworn employees so assigned will work four (4) consecutive ten (10) hour shifts each week. Each ten (10) hour shift shall include one thirty (30) minute meal break for which the employee will be paid.

44.2.3. Twelve (12) Hour Shifts – Patrol Operations

Sworn patrol employees may be assigned to a schedule consisting of a number of twelve (12) hour or twelve (12) hour and eight (8) hour shifts. The maximum number of twelve (12) hour shifts scheduled within one payroll period shall not exceed seven (7).

44.2.4. Specialty Assignment

With mutual agreement between the Police Chief and the employee, an employee may be assigned to a shift which meets the employee's special assignment such as SIU, Investigations, DARE, School Resource Officer, and any other designated special assignment.

44.3. Shift Scheduling

44.3.1. Five Eight-Hour Days (5/8) and Four Ten-Hour (4/10) Days Work Schedules

All sworn personnel on a four ten-hour (4/10) work schedule and non-sworn personnel who are assigned to shift work will be assigned to one of the following shifts: day shift, swing shift, relief shift, or graveyard shift.

44.3.2. Twelve (12) Hour Work Schedule

Sworn personnel assigned to a twelve (12) hour or a combination twelve (12) hour, eight (8) hour schedule will be assigned to one of the following shifts: day shift, relief shift, or graveyard shift.

44.3.3. Relief Shifts

The hours of the relief shift will be established in accordance with the needs of the Department.

44.4. Shift Rotation

44.4.1. The shift bid will be held three (3) times each calendar year.

44.4.2. Shifts will change at the beginning of the pay period closest to January 1 in the month of January, at the beginning of the pay period closest to May 1 in the month of May, and at the beginning of the pay period closest to September 1 in the month of September.

44.4.3. Each employee must rotate to another shift at least one (1) time within a two (2) year period. This rotation will be mandatory for all classifications whose function must be provided twenty-four (24) hours per day, seven (7) days per week.

44.4.4. In the event there is no available slot for an employee who must change shifts due to mandatory shift rotation, the least senior employee on an appropriate shift who is not on mandatory shift rotation will be bumped and assigned to another shift.

44.5 Shift Selection

44.5.1. Shift selection will be based on the following criteria:

- Seniority as defined below
- Department needs

44.5.2. Seniority is determined by the length of continuous service in current classification.

44.5.3. Each shift sign-up shall be posted sixty (60) days prior to the actual rotation. Employees will sign up by appointment during the first two (2) weeks of the posting.

Appointments are scheduled by the Department in order of seniority. Employees who do not keep their scheduled appointment will be moved to the bottom of the list.

44.5.4. Schedules shall be posted a minimum of thirty (30) days in advance of shift rotation.

44.6. Incidental Days Off and Other Shift Modifications

44.6.1. All shift schedules shall be posted thirty (30) days in advance of shift rotation. Employees who desire one or more incidental days off that have not been scheduled as vacation or sick leave shall request such time off at least thirty (30) days in advance but no more than sixty (60) days in advance. Employee requests for incidental days off shall be reviewed and returned within ten (10) days. Such requests shall not be unreasonably denied. Incidental time off on Christmas, New Years Day, Thanksgiving, and Independence Day will be granted only when a voluntary replacement is available.

44.6.2. Employees must request and receive approval for any modification of their assigned shift schedule. Employees who request a modification of their assigned shift schedule less than thirty days in advance will be granted the time off at the discretion of the Police Chief or his designee.

44.6.3. Except in cases of emergency, employees who have requested and received approval for incidental time off within these timelines to observe a holiday shall not have such time off cancelled or adjusted.

44.6.4. For purposes of requesting incidental days off, seniority will be considered only when more than one request for the same day or days is received on the same date. Requests for incidental days off will be denied if the same date has previously been requested and approved for another employee in the same classification who is assigned to the same shift.

44.6.5. For purposes of efficient operations, the Police Chief may change an employee's assigned shift, provided the employee is given fourteen (14) days notice of such change, unless such notice is waived by agreement of the employee. The fourteen (14) day notice period will not apply in case of emergency.

ARTICLE 45. OUTSIDE/OFF DUTY EMPLOYMENT

45.1. Sworn personnel covered by this MOU who are considering outside/off duty employment that would be subject to Section 4850 of the California Labor Code shall provide to the City a certificate of insurance which would provide Section 4850 benefits from the respective outside employer prior to accepting such outside employment.

45.2. No employee covered by this MOU shall accept outside employment that will create a conflict of interest or be incompatible with their employment with the City of Rocklin. Employees will notify the Police Chief in writing of their intent to accept outside employment, the employer and position under consideration, and will provide proof of workers' compensation

and liability coverage as necessary. The Police Chief will make the final determination concerning conflict of interest and/or incompatibility of employment.

45.3. Except in emergency circumstances, an employee shall not work more than twelve (12) hours in the twenty-four (24) hour period preceding a scheduled duty day, including scheduled duty time. An employee may not work more than a total of twenty-four (24) hours per week in outside/off duty employment.

45.4. The 24-hour per week limitation on outside/off duty employment does not apply during periods of extended paid-time-off (vacation). For purposes of this Article, extended paid-time-off shall mean an absence of one week or more.

45.5. The City may at any time audit an employee's outside/off duty employment to ensure compliance with this provision.

ARTICLE 46. DRUG, ALCOHOL, AND SUBSTANCE ABUSE POLICY

Represented employees are subject to the terms of the Drug, Alcohol and Substance Abuse policy contained herein as Exhibit E.

ARTICLE 47. GRIEVANCE PROCEDURE

The purpose of the following provisions is to set forth, simply and clearly, the provisions that shall govern the processing, hearing and decision on a grievance. This Article supersedes the Grievance Procedures section of the City of Rocklin Personnel Rules.

47.1. Definitions

47.1.1. Grievance A grievance is a claimed violation, misapplication, or misinterpretation of a specified provision of this MOU, which adversely affects the grievant.

47.1.2. Grievant A grievant is an employee in the unit who is filing a grievance as defined above. Alleged violations, misapplications or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance and thereafter represented by a single grievant.

47.1.3. Day Day shall mean a calendar day.

47.2. Process

Informal Step. Within five (5) working days/shifts following an occurrence giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such occurrence, the employee shall orally present the grievance situation to his/her immediate supervisor. (Exception: where the grievance directly involves the working relationship with the supervisor, the grievance shall be presented to the next higher level of supervision). The supervisor hearing the grievance shall have five (5) working days/shifts to answer the grievance. The employee and supervisor have a mutual responsibility to have the

grievance resolved at their level whenever possible. Presentation of an informal grievance shall be necessary prior to processing it further as a formal grievance.

Step 1. A grievance shall be filed with the Division Commander, on a grievance form previously agreed to by the City and the RPOA, within fifteen (15) days of the occurrence giving rise to the grievance or from the date the employee could reasonably have been expected to have had knowledge of such occurrence. The Division Commander shall meet with the grievant and whomever else the Division Commander deems appropriate and respond in writing to the grievant within ten (10) days of receipt of the written grievance.

Step 2. If the grievant is not satisfied with the response of the Division Commander, the decision may be appealed to the Police Chief within ten (10) days of the receipt of the Division Commander's response. The appeal shall contain (1) original written grievance, (2) the Division Commander's response, and (3) a statement explaining why the grievant is not satisfied with the response.

Upon receipt of the appeal, the Police Chief will schedule fact-finding meetings with the grievant and other appropriate parties and respond to the appeal in writing within ten (10) days of receipt of the appeal. If the grievant is not satisfied with the response of the Police Chief, the grievant shall, within ten (10) days of the receipt of the decision, notify the Human Resources Manager in writing of the intent to submit the decision to arbitration.

Step 3. Settlement Meeting. The Human Resources Manager will schedule a meeting with the grievant and any other appropriate personnel to attempt to reach settlement of the grievance. Within ten (10) days of the settlement meeting, the Human Resources Manager shall provide to grievant a written memorandum of the meeting detailing the conclusions.

Step 4. Advisory Arbitration. If the grievance is not resolved at Step 3, the grievant may submit the grievance to advisory arbitration by filing a Notice of Request for Arbitration with the Human Resources Manager within thirty (30) days of the receipt of the memorandum from the Human Resources Manager in Step 3 above. Within thirty (30) days of filing the Notice of Request for Arbitration, the appealing party will obtain from the State Mediation and Conciliation Service (SMCS) a list of seven (7) arbitrators. The selection of the arbitrator from the list shall occur by each party alternately striking names from the list, with the appealing party striking the first name. The appealing party shall notify the SMCS of the arbitrator selected.

The arbitrator shall conduct an evidentiary hearing in accordance with the American Arbitration Association Voluntary Arbitration Rules. The decision of the arbitrator shall be advisory only. The arbitrator's fees and costs shall be borne equally by the parties. The costs of the arbitrator's transcript, if jointly requested, shall also be borne equally by the parties. All other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring the expense. For purposes of this Article, the parties shall be considered as the City of Rocklin and the Rocklin Police Officers Association, or if a grievant is representing himself or herself, the City of Rocklin and the grievant.

The arbitrator shall prepare a written advisory decision, which shall include a statement of the decision, the facts upon which it was based, and a full description of the remedies or corrections

suggested. The arbitrator's decision shall be sealed and filed with the City Manager. The City Manager may accept the advisory decision and order its implementation, may modify and implement the decision and any remedies or corrections suggested, or may reject the decision. The City Manager will provide a copy of the arbitrator's decision to the appealing party with the City Manager's decision within ten (10) days of receipt of the arbitrator's decision.

47.3. General Provisions

47.3.1. If a grievant fails to carry his/her grievance or appeal forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step completed.

47.3.2. If the City fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level.

47.3.3. The grievant may be represented by a person of his/her choice.

47.3.4. Time limits may be waived or extended by mutual written consent of the parties.

47.3.5. All employees shall be free from retaliation or reprisal in any form resulting from use of these grievance procedures.

47.3.6. All materials pertaining to employee grievances shall be confidential between the employee and his/her representative, appropriate supervisory personnel, other directly involved employee(s), and appropriate City members. Records of grievance complaints and supporting documents shall be maintained separately from the employee's personnel files.

ARTICLE 48. PROBATIONARY PERIOD

48.1. Eighteen (18) Month Probation

48.1.1. All new hires for the Police Officer classification who do not possess at the minimum a Basic POST certificate shall serve a probationary period of eighteen (18) months.

48.1.2. Employees hired as Police Officer Trainees will be in a provisional employee status until successful completion of the academy, and therefore, not included in the Police bargaining unit during the provisional status period. The eighteen (18) month probationary period for these new hires will begin after successful completion of the academy.

48.1.3. An employee's probationary period may be extended as follows:

- Performance: The Police Chief may extend a probationary period for up to ninety (90) days.
- Absence: The Police Chief may extend a probationary period for just cause to compensate for an employee's absence.

48.2. Twelve (12) Month Probation

48.2.1. The probationary period for laterals, promotionals, and non-sworn employees shall be one (1) year except that an employee's probationary period may be extended as follows:

- Performance: The Police Chief may extend a probationary period for up to ninety (90) days.
- Absence: The Police Chief may extend a probationary period for just cause to compensate for an employee's absence.

ARTICLE 49. REDUCTION IN FORCE/LAYOFF

49.1. The City may undertake a reduction force for any or all of the following reasons: lack of work; lack of funds, a material change in duties or organization; in the interests of economy; or for other good cause.

49.2. Whenever it is necessary to reduce the number of employees, layoffs shall be made in accordance with the relative seniority of the employee in the class or layoff. Layoff shall be by inverse seniority.

49.3. Seniority will be determined by length of continuous service in the affected classification. Continuous service means the employee's total continuous service since date of appointment to the classification without break or interruption. Approved leaves, suspensions of one month or less, and layoffs of less than one year shall not constitute a break or interruption in service for purposes of determining continuous service. Employees will lose seniority as a result of the following:

- Voluntary termination
- Retirement
- Involuntary termination
- Layoff exceeding twelve (12) months
- Failure to respond to a re-employment notice, or refusal of a re-employment offer
- Failure to report to work from a layoff within the time limits prescribed by this Article
- Failure to return from military leave within the time limits prescribed by law

Absence from duty for reasons other than those listed in this Article will constitute a break in service for which no service credit will be earned. In the event of a tie in seniority, date of application, and choice by lot shall be used in that order to break the tie.

49.4. Layoffs shall occur in the following order:

- Temporary employees
- Part-time employees, both probationary and permanent
- Full-time Probationary Employees
- Full-time Permanent Employees

49.5. Employees who are pending layoff status shall be notified in writing thirty (30) calendar days in advance of the effective date of the layoff. Notice of pending layoff shall be sent to the RPOA at the same time as they are sent to the affected employees.

49.6. An employee subject to layoff may bump into a lower class in which he/she has held permanent status, provided that he/she has greater seniority in the lower class than the least senior person in the lower class. For the purposes of determining seniority for bumping, service in a higher classification will be counted toward service in the lower class when the employee was directly promoted from the lower class to the higher class.

49.7. In the event of a layoff, the City shall maintain a re-employment list of those employees laid off for a period of twenty-four (24) months. Re-employment shall be in reverse order of layoff, provided such employees are otherwise qualified to perform the duties of the positions available and can return to work within fourteen (14) calendar days of notice of re-employment. No new hires in any class where layoffs have taken place will be made until the re-employment list is exhausted.

49.8. Laid off employees who are offered and refused re-employment; who do not respond to a notice of re-employment; or who do not report for work within fourteen (14) calendar days of notice of re-employment shall be removed from the re-employment list and shall be deemed to have waived all rights to re-employment. Notice of re-employment shall be served on the employee by certified mail at the latest address listed in City personnel records.

49.9. Any employee who is offered re-employment after a layoff must successfully pass a background investigation before returning to work. For employees who have been laid off for six months or more, rehire will be contingent upon the successful completion of physical and psychological examinations, a drug screening, and background investigation. Failure to complete these examinations successfully will result in removal of the employee's name from the re-employment list and waiver of all rights to re-employment.

ARTICLE 50. DISCIPLINARY PROCESS

50.1. Disciplinary Process

The purpose of disciplinary action is to correct deficiencies in employee performance, to seek improvement to meet appropriate standards, and/or to correct for violation of City policies. The disciplinary process outlined below has been established to provide general guidelines for a fair method for disciplining employees. In the case of an internal affairs investigation or an interview, which could lead to disciplinary action, sworn and non-sworn employees will be afforded certain procedural rights, which are specified in the P.O.B.R. Performance appraisal

and constructive disciplinary actions, which are designed to assist an employee to improve his/her performance, are excluded from the procedural rights specified in the P.O.B.R.

Discipline may be initiated for various reasons, including, but not limited to violations of City work rules, insubordination or poor job performance. The severity of the action depends on the nature of the offense and an employee's record, and may range from verbal counseling to immediate dismissal.

The normal progressive discipline procedure steps consist of:

50.1.1. Counseling

50.1.1.1. Verbal Counseling: An opportunity to communicate in a non-punitive fashion that a problem is perceived and that the supervisor is available to help solve it. This action is not appealable.

50.1.1.2. Documented Counseling: To communicate to the employee in writing that repeat action may result in more serious discipline. A copy of this counseling is given to the employee and one copy is filed in the supervisor's working file until the employee's next performance evaluation, where such counseling may be noted and then removed from the supervisor's file and destroyed. This action is not appealable.

50.1.2. Formal Disciplinary Actions

50.1.2.1. Written Reprimand: A written communication to the employee that an offense has been committed. This action can be discussed with the Police Chief if so requested by the employee. The Police Chief may uphold or modify the reprimand. A copy of this reprimand is given to the employee and one copy is filed in the employee's personnel file. This action is not appealable.

50.1.2.2. Second Written Reprimand, Suspension Without Pay, Demotion, or Reduction in Pay: These actions will be documented in writing reflecting prior disciplinary actions; a copy is given to the employee and a copy is kept in the employee's personnel file. Written reprimands are not appealable.

50.1.2.3. Dismissal for Cause: The final step in the progressive disciplinary process.

50.1.3 Although one or more of these steps may be taken in connection with a particular employee, no formal order or system is necessary. The City reserves the right to deviate from this policy when it feels that circumstances warrant such a deviation. The severity of the action depends on the nature of the offense and an employee's record, and may range from verbal counseling to immediate dismissal.

50.1.4 Employees who have completed an initial probationary period shall be disciplined only after appropriate disciplinary proceedings. An employee serving an initial probationary period may be discharged without application of the disciplinary process and with no rights of appeal.

50.2. Skelly Process

50.2.1. The following disciplinary actions will be covered under this Article when requested by the employee: suspension without pay, reduction in pay, demotion, or dismissal.

50.2.2. The employee shall be provided notice of the proposed discipline.

50.2.3. Within ten (10) days of the notice of proposed discipline, the employee or his/her representative may file a request for Skelly meeting.

50.2.4. The appropriate Skelly Officer shall schedule a predisciplinary response meeting with the employee and his/her representative, if any, within ten (10) days of the receipt of the request for meeting. For purposes of this Article, the appropriate Skelly Officer is defined as follows:

- Police Chief – For disciplinary actions with a monetary equivalent of ten (10) days or less.
- City Manager – For all other disciplinary actions.

50.2.5. The Skelly Officer shall conduct the meeting and shall render a decision upholding, modifying, or overturning the proposed action.

50.3. Appeal Process

50.3.1. Police Chief as Skelly Officer. After the decision is rendered by the Police Chief, the discipline will be imposed. The decision may be appealed to the City Manager within ten (10) days. The City Manager shall review the Police Chief's decision or recommend mediation in the City Manager's sole discretion. The City Manager shall approve or modify the Police Chief's or mediator's decision within thirty (30) days. The City Manager's decision may be appealed to advisory arbitration. The arbitration shall be conducted in accordance with the Grievance Procedure, Article 47.2, Step 4.

50.3.2. City Manager as Skelly Officer. After the decision is rendered by the appropriate Skelly Officer, the discipline will be imposed. An employee may appeal the disciplinary action to advisory arbitration see 50.3.1. above.

50.3.3. Appeal Times. An appeal for arbitration must be filed by the employee or his/her representative within thirty (30) days after receipt of the determination made by the appropriate Skelly Officer.

ARTICLE 51. PEACE OFFICER BILL OF RIGHTS

The Peace Officer Bill of Rights, hereafter referred to as the P.O.B.R., shall apply to all sworn personnel and is attached hereto as Exhibit C.

Non-sworn personnel, while not subject to the P.O.B.R., shall be provided all rights contained therein.

SECTION VI - ASSOCIATION RIGHTS

ARTICLE 52. DUES DEDUCTION

Upon the receipt of a written request and authorization from an employee for deduction of RPOA dues and other lawfully permitted fees, the City shall withhold such dues and fees from the salary of the employee and remit the withholdings to the RPOA.

ARTICLE 53. ASSOCIATION TIME

53.1. The City shall allow a maximum of one hundred twenty (120) hours per contract year to the RPOA representation unit for the purpose of conducting grievance representation and activities within the scope of its duties and responsibilities as bargaining representative of the subject unit. It is further agreed that the hours allowed are maximum hours, and the RPOA agrees they will use the total hours efficiently in an effort to prevent attaining such maximum hours. The carryover of any surplus hours will not be continued through the expiration of each year of this MOU.

53.2. Whenever practicable, the RPOA representative shall notify the Police Chief of his/her designee at least twenty-four (24) hours prior to the use of said time.

53.3. Appropriate procedures will be implemented to assure both the City and the RPOA that they have up-to-date information so that in the event there are abuses of this privilege, appropriate action may be immediately taken by the City and the RPOA. In the event special meetings are called by the City or an RPOA representative is requested to engage in such activity by the City, such time shall not be charged against total allowable RPOA hours. Such release time hours are in addition to reasonable release time provided to RPOA team members for purposes of negotiating a collective bargaining agreement. Negotiations shall be defined to include both actual table time as well as reasonable time for the team to meet privately in advance of actual table sessions with City representatives.

ARTICLE 54. BULLETIN BOARDS

The City will furnish reasonable bulletin board space at the Police Station for the exclusive use of the RPOA. The bulletin board shall be used by the RPOA only for posting RPOA election materials; official business reports of the RPOA Board of Directors; RPOA news bulletins and meeting notices; information about RPOA membership benefits, programs, and promotional information. Any other materials must be reviewed and approved for posting by the Police Chief or his designee prior to posting.

The RPOA shall be responsible for maintaining the bulletin board designated for use by the RPOA in an orderly condition and shall promptly remove outdated materials.

The City reserves the right to remove any posted materials which may be in conflict with the City's responsibility to maintain a workplace free from discrimination or harassment in accordance with federal and state fair employment laws.

ARTICLE 55. EMPLOYEE RIGHTS

The provisions of the MOU shall be applied equally to all employees without favor or discrimination because of race, color, creed, age, sex, marital status, national origin, ancestry, political or religious opinions or affiliations or physical or mental disability.

Nothing in this MOU is intended to deny employees any of the rights indicated under state or federal fair employment or equal opportunity laws.

ARTICLE 56. SUMMARY OF ITEMS AT IMPASSE

If impasse shall be formally declared during the course of any negotiations, each side shall prepare a list of the outstanding items that are to be resolved under the impasse procedure. The lists shall be prepared and exchanged with the other party and submitted to the Employee Relations Officer within seventy-two (72) hours after the declaration of impasse.

ARTICLE 57. CONTINUATION OF BENEFITS

The provisions of this MOU, together with those subjects of wages, hours and working conditions subject to meet and confer that are currently in existence in writing or are known to exist and which are not changed by this MOU, shall not be revised to adversely affect the employees in this unit during the term of this MOU unless by mutual agreement.

CITY OF ROCKLIN

By: _____
Carlos A. Urrutia
City Manager

ROCKLIN POLICE OFFICERS' ASSOCIATION

By: _____

By: _____

EXHIBIT A

**POLICE SALARY SCHEDULE
Effective 2/1/02 – 1/31/03**

<u>Classification</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
Police Sergeant	3,715	3,901	4,096	4,301	4,516	4,742
Police Officer	3,150	3,307	3,473	3,646	3,828	4,020
Police Tech. Serv. Supervisor	3,412	3,583	3,762	3,950	4,147	4,355
Police Records Supervisor	3,122	3,278	3,442	3,614	3,795	3,985
Community Service Officer	2,966	3,114	3,270	3,433	3,605	3,785
Police Community Prog. Coord.	2,966	3,114	3,270	3,433	3,605	3,785
Public Safety Dispatcher II	2,766	2,904	3,049	3,201	3,362	3,530
Animal Control Officer	2,546	2,673	2,807	2,947	3,095	3,249
Public Safety Dispatcher I	2,565	2,694	2,828	2,970	3,118	3,274
Police Secty/Receptionist	2,565	2,694	2,828	2,970	3,118	3,274
Police Records Clerk	2,437	2,559	2,687	2,821	2,962	3,110

EXHIBIT B

POLICE SERVICE DOG HANDLER AGREEMENT

Terms and Conditions

1. K-9 Officers will be compensated for twenty (20) minutes each day of off-duty time caring for the dog. Officers will be compensated for this time at time and one-half of the employee's hourly rate for three hundred sixty-five (365) days per year.

a. Dog care time shall not be considered time worked for purposes of overtime under the labor agreement.

b. To the extent required by law, dog care time shall be included in determining the Fair Labor Standards Act (FLSA) "hours worked" for the twenty-eight (28) day FLSA work period, and the pay for such dog care hours shall be computed in accordance with the FLSA.

2. The City will purchase and own the police service dog, and will provide food for the dogs consistent with veterinary dietary recommendations.

3. The handler will be responsible for the care, maintenance, supervision, control, and training of the assigned police service dog.

4. The City will provide and pay for authorized veterinary care of the police service dog at the City's discretion. Initial emergency lifesaving care is authorized pending receipt of administrative approval or denial of further treatment. If the City determines that no further care is authorized due to the nature of the injury, the City may, at the discretion of the handler, release all interest in the police service dog to the handler, who shall then assume responsibility for all additional veterinary care. During annual vacation periods, City will board dog at an appropriate qualified kennel.

5. The City will provide all necessary equipment used for the care and training of the police service dog except permanent improvement to the handler's residential property.

6. Upon request of the handler, the City will provide a portable kennel of appropriate size up to and including twelve (12) feet by six (6) feet. The handler will have the right to purchase the portable kennel from the City based on a depreciation rate of 20% per year. Handler will have an option to purchase the kennel upon completion of dog handler assignment.

7. The handler will have the right to purchase their assigned police service dog from the City based on a depreciation rate of 20% per year of service. Any purchase agreement will only be considered upon release of the police service dog from service with the City.

8. The City will provide a twenty-four (24) hour retention (take home) vehicle for police service dog transportation to and from work and for other related employment travel. Handlers shall maintain the vehicle in a clean and presentable condition.

Transportation of the police service dog to and from work on regular duty days is not considered duty time and is, therefore, not compensable. Transportation of the animal in response to an emergency callback will be compensated in accordance with the callback provisions of this MOU.

9. The handler will assume liability for damage to the real and personal property of the handler for all of the normal wear and tear and damage associated with the police service dog.

10. The handler shall make all reasonable effort in the off-duty care, supervision, control, and containment of the police service dog to prevent liability for damage or injury to third parties or the property of third parties by the police service dog.

EXHIBIT C

**PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS ACT
(Government Code Section 3300 et seq.)**

A copy of the Act is available in City Clerk's Office.

EXHIBIT D

TRAINING AND TRAVEL

1. If an employee travels by common carrier during work hours, they are in paid status for the regular workday and corresponding hours during non-work days. They are not eligible for overtime unless the hours go beyond the limits in this MOU (forty (40) hours/week for non-sworn; eighty (80) hours/pay period for sworn).
2. If an employee is required to drive to a training site outside of normal work hours, the driver is in paid status while driving; passengers are not. Overtime would apply if the hours go beyond the limits in this MOU.
3. For single day training, employees are in paid status during travel to and from the training site. The same limits on overtime would apply.
4. The City reserves the right to change an employee's schedule to meet the training schedule.
5. The City will continue its current practice:
 - a. Employees will stay on their regular work schedules during training unless requested by the Police Chief to change their schedule to meet the training schedule.
 - b. For employees on ten (10) hour days who are sent to eight (8) hour classes, time will be charged as follows: Eight (8) hours regular time, two (2) hours PTO or CTO. If a class extends to five (5) days, the fifth day will be paid as overtime.
 - c. For employees on twelve (12) hour days who are sent to eight (8) hour classes, time will be charged as follows: Eight (8) hours regular time, four (4) hours PTO or CTO. If a class extends beyond the employee's regular scheduled workweek, compensable hours will be paid as overtime.

EXHIBIT E

DRUG, ALCOHOL, AND SUBSTANCE ABUSE POLICY

I. Purpose

It is the policy of the City of Rocklin to maintain a drug-free workplace. It is the intention of this policy to eliminate substance abuse and its effects in the work place. While the City of Rocklin has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently in the interest of their fellow workers and the public as well as themselves. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective.

Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program Counselor. While the City will be supportive of those who seek help voluntarily, the City will be equally firm in identifying and disciplining those who do not seek help, or whose continued substance abuse either violates City rules, or interferes in the employee's job performance.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of City of Rocklin managers and employees. To that end, the City of Rocklin will act to eliminate any substance abuse (the use or possession of alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job), which increases the potential for accidents, absenteeism, and substandard performance.

All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including dismissal, and may subject an employee to required satisfactory participation in an approved substance abuse assistance or rehabilitation program. Applicants for employment with the City may not be hired for failure to follow these guidelines.

In recognition of the public service responsibilities entrusted to the employees of the City of Rocklin, and that drug and alcohol usage can hinder a person's ability to perform duties safely and effectively, the following policy against drug and alcohol abuse is hereby adopted by the City of Rocklin.

II. Policy

It is the policy of the City of Rocklin that no employees shall:

- A. report to work under the influence of alcohol or drugs;
- B. be under the influence of alcohol or drugs while subject to duty;
- C. possess drugs or alcohol while on duty except as authorized in the course and scope of duty;
- D. use alcohol and/or drugs while on duty or while subject to duty except as authorized in the course and scope of duty;
- E. sell, distribute or provide alcohol and/or drugs to any person while on duty or while subject to duty;
- F. have their ability to work impaired as a result of the use of alcohol or drugs.

Employees who violate any of the conditions in A-F above will be considered abusers for purposes of this policy. In addition, employees whose ability to work or whose job performance is impaired as a result of off-the-job use of alcohol or controlled drugs will be in violation of this Policy.

Use of medically prescribed medications and drugs, within the guidelines established by the employee's doctor, is not a violation of this policy. When taking medications or drugs which could foreseeably interfere with the safe and effective performance of duties or operation of City equipment, employees must notify their supervisor before beginning work. Failure to do so may result in discipline, up to and including dismissal. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician may be required.

The City of Rocklin reserves the right to search without employee's consent, all areas and property in which the City maintains control or joint control with an employee in accordance with applicable state and federal laws. A search of any container or property under joint control such as desks, cubicles and lockers may be conducted at any time provided the employee is notified or if the employee is present or if the employee gives consent.

When reasonable suspicion exists that illegal drugs or alcoholic beverages are in any employee property container as described above, reasonable notice will be provided to the affected employee.

At the time of notice of intent to search, the property container will be sealed and remain sealed until the search occurs. Such searches of property containers shall be conducted by Department Heads or Mid-Managers.

The affected employee and/or his/her employee organization representative shall be provided reasonable opportunity to be present at such searches.

If the employee wishes representation during such incidents, it shall be the affected employee's responsibility to notify their employee organization representative of the pending search of the property container. The City may notify the appropriate law enforcement agency that an employee may have illegal drugs in his/her possession or in an area not jointly or fully controlled by the City.

Supervisory employees shall not physically search the person of employees, nor shall they search the purely personal possessions of employees without the freely given written consent of the employee. Purely personal possessions may be defined as the employee's purse, backpack, briefcase, or duty bag.

Refusal to submit immediately to an alcohol and/or drug analysis when requested by city supervisory employees may constitute insubordination and may be grounds for discipline. Disciplinary action may extend up to and including dismissal.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work. The City has no authority to detain the employee(s), but should encourage employees to care for safety.

The City of Rocklin is committed to providing reasonable accommodation to those employees whose drug and/or alcohol problem classified them as disabled or handicapped under federal and/or state law.

The City has established an Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their supervisors or the EAP counselor for additional information.

Any unit member convicted of violating a criminal drug statute (including a plea of nolo contendere) occurring in the workplace must notify the City of the conviction within five (5) days after the conviction. This notification to the City of the conviction will not relieve the employee from any disciplinary consequences of the conduct upon which the conviction is based. Within thirty (30) days of such notice, the City will take appropriate action as to the employee.

The City shall notify federal agencies with which the City holds contracts or from which the City receives grants within ten (10) days of receiving notice that a City employee has been convicted of a criminal drug statute for a violation occurring within the workplace.

The City shall establish and maintain a substance-free awareness program to inform City employees about:

1. The dangers of drug abuse in the workplace.
2. The City's policy of maintaining a substance abuse-free workplace.

3. The availability of substance abuse counseling, rehabilitation and employee assistance programs.

4. The penalties that may be imposed upon employees for substance abuse violations occurring in the workplace.

III. Application

This policy applies to all employees represented by the RPOA, and to all applicants for positions with the Police Department of the City of Rocklin. This policy applies to alcohol and to all substances, drugs or medications, legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

In the event a dispute arises with respect to the application or interpretation of this policy, such dispute shall be grievable pursuant to the grievance procedure contained in this MOU.

IV. Employee Responsibility

An Employee must:

A. Not report to work or be on compensated on call/standby while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use.

B. Not possess or use alcohol or impairing drugs during work hours or while on breaks, during meal periods or at anytime while on duty. Employees who are not at work, or on compensated on call, may be on City of Rocklin public property without being subject to this provision.

C. Not directly or through a third party knowingly sell or provide drugs or alcohol to any person, including any employee, while either employee or both employees are on duty or on compensated on call/standby.

D. Submit immediately to an alcohol and drug test when requested by an appropriate City supervisory employee.

E. Notify his/her supervisor, before beginning work, when taking any prescription or non-prescription medications or drugs, which the employee has reason to believe may interfere with the safe and effective performance of duties or operation of City equipment.

F. Provide, within twenty-four (24) hours of request, or as soon as possible thereafter, bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.

V. Management Responsibilities And Guidelines

A. Supervisory employees are responsible for reasonable enforcement of this policy.

B. Supervisory employees may request that an employee submit to a drug and/or alcohol test when a supervisory employee has a reasonable suspicion that an employee is under the influence of drugs or alcohol on the job or on compensated duty standby.

"Reasonable suspicion" is a belief based on objective and articulable facts sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform his/her job is impaired or so that the employee's ability to perform his/her job safely is reduced. For example, any of the following, alone or in combination, may constitute reasonable suspicion:

1. Slurred speech.
2. Alcohol odor on breath.
3. Unsteady walking and movement.
4. Possession of alcohol or drugs, other than in line of duty.
5. Unusual behavior, such as a physical or verbal altercation beyond that normal is the course of duty, or difficulty performing simple tasks or responding to simple questions.

In order to ensure objectivity, the supervisory employee shall request one additional person to observe the employee's appearance and/or conduct. These observations shall be documented and submitted to the supervisory employee making the request within two (2) hours.

C. Any supervisory employee requesting an employee to submit to a drug and/or alcohol test shall document in writing the facts constituting reasonable suspicion that the employee in question is under the influence of alcohol or drugs.

D. Any supervisory employee encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon request should remind the employee of the requirements and disciplinary consequences of this policy. Where there is reasonable suspicion that the employee is under the influence of alcohol or drugs, the supervisory employee should encourage employees not to drive until transportation can be arranged for them.

E. No Supervisory Employee shall utilize the Drug/Alcohol testing procedures until they have successfully completed Drug/Alcohol Awareness Training.

VI. Physical Examination And Procedure

The drug and/or alcohol test may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his her job, including, but not limited to, prescription medications, heroin, cocaine, morphine and its derivatives, PCP, methadone, barbiturates, amphetamines, marijuana, and other cannabinoids.

The drug and/or alcohol test will be administered by a facility which is licensed and certified by the California Department of Health Services, Laboratory Field Service and comply with the scientific and technical guidelines for Federal Drug Testing Programs and the standards of the Alcohol, Drug Abuse and Mental Health Administration of the U.S. Department of Health and Human Services.

Employees will be asked to sign a consent to be tested form prior to the administration of the test. At the time the urine or blood samples are collected, the samples shall be sealed in the presence of the employee/applicant being tested with a security seal. The employee/applicant and the collecting agent shall complete and attach to all samples, the Chain of Custody Form.

If necessary to ship samples for testing, the facility will ship samples via the fastest available carrier. Results of the testing will be available within a reasonable time frame.

The laboratory will screen urine samples with the EMIT procedure. Gas chromatography/mass spectrophotometry (GC/MS) will be used for confirming positives found in the screening process. If a more effective screening process is developed during the term of this MOU, the City may elect to use the alternative methodology.

The following standards shall be used to determine what levels of detected substance shall be considered as positive:

<u>SUBSTANCE</u>	<u>EMIT</u>	<u>GC/MS</u>
Amphetamines	1000 ng/ml	500 ng/ml
Methamphetamine	(combined)	500 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Codeine	300 ng/ml	300 ng/ml
Morphine	(combined)	300 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
Marijuana (THC)	100 ng/ml	15 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Benzodiazepines	300 ng/ml	300 ng/ml
Methadone	300 ng/ml	20 ng/ml
Methaqualone	300 ng/ml	750 ng/ml
Propoxyphene	300 ng/ml	200 ng/ml
Ethyl alcohol (blood)	n/a	>0.01 GM/DL

Ethyl alcohol (urine)

>0.02 GM/DL

>0.01 GM/DL

These standards may be revised as recommended by the National Institute on Drug Abuse (NIDA).

VII. Employee Rights

Employees shall be entitled to representation during any interviews or discussions that could lead to a decision by the City to take adverse action against the employee, regardless of whether these interviews or discussions occur before or after the sample is taken. However, the employee may be ordered to take the test immediately, with or without representation.

The sample collection process shall include the opportunity for the employee to provide information, to a qualified health care professional, about factors other than illegal drug use (such as taking legally prescribed medications, over the counter cold medications, or the ingesting of certain foods) that could cause a positive test result.

The employee shall receive a full copy of the test results.

All confirmed positive samples shall be retained by the testing laboratory in secure frozen storage for one year following the test. At the employee's request and expense, the sample may be retested by that laboratory or another laboratory of the employee's choice.

VIII. Results Of Drug And/Or Alcohol Analysis

A. Pre-employment physicals.

1. A positive result from a drug and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drugs and/or alcohol could affect requisite job standards, duties or responsibilities.

2. If a drug screen is positive at the pre-employment physical, the applicant must provide within twenty-four (24) hours of request, bona fide verification of a valid current prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.

B. Existing employees, Alcohol/Drug Tests

1. A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including dismissal.

2. If the drug screen is positive, the employee must provide, within twenty-four (24) hours of request, or as soon as possible thereafter, bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee, having reasonable knowledge of the drug's impact, has not previously notified his or her supervisor that the substance was likely to impair his/her ability to perform his/her duties, the employee will be subject to disciplinary action up to and including dismissal.

3. If an alcohol or drug test is confirmed positive for alcohol or drugs, the City of Rocklin shall conduct an investigation to gather all facts.

The decision to discipline or dismiss will be carried out in conformance with applicable and pertinent discipline procedures.

IX. Confidentiality

Laboratory reports or test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Human Resources Manager. The reports or test results may be disclosed to City of Rocklin management on a strictly need-to-know basis and to the tested employee, or to the designated representative of the tested employee upon the employee's written request. Disclosures, without employee consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and employee; (3) the information is to be used in administering an employee benefit plan; (4) the information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize disclosure.

X. Police Officer Exemption

This policy is modified to exclude from the testing and disciplinary provisions contained therein, the authorized handling of drugs and/or use of alcohol by police officers in the performance of their duties. Sworn personnel in the Police Department who are found to be abusers (as defined in this policy) of alcohol and/or prescription drugs will be subject to the provisions of the policy.

This policy is further modified to acknowledge the requirement that police officers must not engage in any illegal activities. Sworn personnel in the Police Department who found to be voluntary users or in possession of illegal drugs, not in the approved performance of their duties, may be subject to discipline, up to and including dismissal.